29

SUPREME COURT OF THE UNITED STATES.

No. 124.

BURR H. BETTS, Appellant,

vs.

JOHN H. LEWIS and MARY M. F. LEWIS, his wife.

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THE UNITED STATES OF AMERICA:

Pleas had at a term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court-house, in the town of Huntsville, in said District, on the third Monday (being the nineteenth day) of May, in the year of our Lord one thousand eight hundred and fifty-one, and of the Independence of the United States of America the seventy-fifth:

Present the Hon. John Gayle, Judge of said District Court.

BURR H. BETTS
vs.
JOHN H. LEWIS, and his wife, MARY M. F. LEWIS.

Be it remembered, that heretofore, to wit: on the second day of October, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the Clerk of the District Court of the United States for the Northern District of Alabama, an original bill of complaint, in the name of Burr H. Betts, who is a citizen of the State of Connecticut, complainant, against John H. Lewis, and his wife, Mary M. F. Lewis, who are citizens of the State of Alabama, residing in the Northern District thereof, respondents, in the words and figures following, to wit:—

(*Original Bill.*)

"To the Honorable William Crawford, Judge of the District Court of the United States of America for the Northern District of Alabama, at Huntsville.

Burr H. Betts, who is a citizen of the State of Connecticut, complainant, brings this his bill against John H. Lewis, and Mary M. F. Lewis, the wife of said John H. Lewis, who are citizens of the State of Alabama, residing in the Northern District thereof.

And thereupon your orator complains, and says that Samuel Betts, who was the father of said Mary, and who, in his lifetime, was a citizen of the said State of Connecticut, died in the year eighteen hundred and twenty-two (1822), as complainant, is informed and believes, in Havana, Island of Cuba. Further, your orator is informed and believes, and so avers the fact to be, that said Samuel Betts made his last will and testament, wherein he leaves a legacy of five thousand dollars to your orator, and after divers other legacies, defendant, the said Mary, is made the residuary legatee of said testator's (her father's) estate. Your orator avers that large sums of money have come to the hands of said John H., in right of his said wife. That said testator was a partner of the mercantile house of F. M. Avredondo & Son, in Havana, and had an interest of one-

third in said house. That the firm of F. M. Avredondo & Son owned a large tract of land about three hundred thousand acres (300,000), lying and being in the now State of Florida, which land was partnership property, and used for partnership purposes by the said firm, consisting of Fernando de la Maza Avredondo, Joseph de la Maza Avredondo, and the testator, the said Samuel Betts. And in addition to the large sums of money and other property which your orator alleges have been received from the estate of said Samuel Betts, by one or both of said defendants, your orator alleges that in the Court of the United States at St. Augustine, in Florida, while Florida was a territory, a decree was rendered, giving sixty-two thousand acres of said partnership land (62,000), known as the Alachua or Avredondo grant, or tract of land, to said John H. Lewis, or his said wife, or both, said defendants having had children since their marriage—some, if not all of whom are now living.

And your orator avers said defendants claimed the said 62,000 acres of land decreed them, as belonging to the estate of the said Samuel Betts, and as of the estate of said Betts, the same was decreed them by the Court.

Further, your orator avers, long ago, said defendants, by deed, acquired a title to fifteen thousand (15,000) acres of the said grant, as belonging to the estate of said Samuel Betts.

Your orator also avers, that in the Court wherein the aforesaid decree was rendered, said defendants claimed under the last will and testament of said Samuel Betts, which your orator alleges is still a valid and subsisting will, and duly proven in Cuba, as required by law: And that no one in the United States of America, or elsewhere, has taken out letters testamentary, or letters of administration on the estate of said Samuel Betts, and that your orator, the brother of said testator, designated in said will as Burr Hubbell, and left a legacy of five thousand dollars as aforesaid, has never received payment thereof, or any part thereof, from said defendants, nor either of them, nor from any one else.

Your orator therefore prays, that this Honorable Court will render a decree in favor of your orator against the said defendants, for the full amount of said legacy of five thousand dollars, the lawful interest thereon accruing, at eight per centum per annum, calculating the same from a year and a day after testator's death, and such other and further relief as justice and equity may require in the premises.

To the end, therefore, that defendants may, if they can, show why your orator should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledges, remembrances, information and belief, full, true, direct, and perfect answers make to such of the several interrogatories hereinafter numbered and set forth, as by the note here underwritten, they are respectively required to answer:—

Interrogatory 1*st.* Whether or not have you received money or any kind of property from the estate of said Samuel Betts? If so, what property, and of what value?

Interrogatory 2*d.* Whether or not have you seen the original last will and testament of said Samuel Betts? In what language was it written, and where is it?

Interrogatory 3*d.* Whether or not did Samuel Betts leave a last will and testament? Is it in your possession?

Interrogatory 4*th.* Whether or not is the copy attached to your answer in the Superior Court of the District of East Florida, at St. Augustine, in a suit for partition of the said Alachua or Avredondo grant, while Florida was a territory, a true and genuine copy, or false and fraudulent? And if false and fraudulent, in what respect? And is the last will and testament under which you claim in said suit, a valid and subsisting will, or not?

Interrogatory 5*th.* Whether or not, to the best of your knowledge, information, and belief, has said last will and testament of said Samuel Betts been proven and recorded? Where did the copy attached to your answer in the said suit, at St. Augustine, for partition, come from?

Interrogatory 6*th.* Whether or not is the said Avredondo or Alachua land worth one dollar per acre, or more or less?

Interrogatory 7*th.* How many children have you had, since your marriage; and are they now living? If any have died, how many?

May it please your Honor to grant to your orator writs of subpœna, to be directed to the said John H. Lewis, and the said Mary M. F. Lewis, the wife of said John H., to be and appear before your Honor in this Honorable Court, and then and there full, true, direct and perfect answers make to all and irregular, the premises, and further to stand to and perform and abide such other order, direction, and decree, as to your Honor shall seem meet. And your orator shall ever pray, &c.

S. D. J. MOORE,
Sol. for Compl't.

Each of said defendants is required to answer all of the interrogatories above, from 1 to 7 inclusive.

S. D. J. MOORE,
Sol. for Compl't.

(*Suretyship for Plt'ffs Costs.*)

(Endorsed) "I acknowledge myself the complainant's security for costs in the prosecution of this cause. May 23, 1850. Given under my hand and seal.

W. H. MOORE. [SEAL.]"

(*Date of Filing Bill of Complaint.*)

"Filed in my office the 2d day of October, 1847.

Teste, B. T. MOORE,
Cl'k D. C."

And afterwards, to wit: on the fourth day of October, in the year of our Lord one thousand eight hundred and forty-seven, being a rule day of said Court, an entry in said cause was made as followeth:—

(*Ord. for Sub.*)

"Comes the plaintiff, by his solicitor, and on his application by his said solicitor, this day made, it is ordered that subpœnas issue in this cause against said defendants, John H. Lewis and his said wife, Mary M. F. Lewis."

And afterward, to wit: on the fifth day of October, in the year one thousand eight hundred and forty-seven, was issued a subpœna in said cause, in the words and figures following, to wit:—

(*Subpœna.*)

"The President of the United States of America to the Marshal of the Northern District of Alabama, greeting:

You are hereby commanded to summon John H. Lewis and Mary M. F. Lewis, wife of said John H. Lewis, who are citizens of the State of Alabama, residing in the Northern District thereof, that they, laying aside all excuse, appear personally at the office of the Clerk of the District Court of the United States for the Northern District of Alabama, at the Court-house in the town of Huntsville, in said Northern District, on the rule day, to be held on the first Monday in November next, to answer the bill of complaint of Burr H. Betts, who is a citizen of the State of Connecticut, plaintiff, exhibited on the Chancery side of said Court, against said John H. Lewis and Mary M. F. Lewis, wife of said John H. Lewis, defendants, a certified copy of which bill of complaint is herewith issued, to be by you delivered to the said John H. Lewis, and Mary M. F. Lewis, wife of said John H. Lewis. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the Hon. William Crawford, Judge of said District Court of the United States for the Northern District of Alabama, this fifth day of October, in the year of our [SEAL.] Lord one thousand eight hundred and forty-seven, and of the Independence of the United States of America the seventy-second year.

Attest, B. T. MOORE,
Clerk of said Court.

Issued fifth day of October, 1847.

Mem. The defendants are to enter their appearances in this suit in the Clerk's office, on or before the day at which this writ

is returnable, otherwise the bill aforesaid may be taken *pro confesso.*

Attest, B. T. MOORE,
Clerk D. C. U. S. N. D. Ala."

(*Marshal's Return.*)

(Endorsed) Executed in full 7th Oct. 1847.
BENJAMIN PATTERON,
Marshal N. D. Ala."

And afterwards, to wit: on the third day of January, in the year of our Lord one thousand eight hundred and forty-eight, being a rule day of the said District Court, a decree *pro confesso* in said cause was entered, in the words following, to wit:—

(*Decree pro con. at Rules.*)

"Comes the complainant, by his solicitor, and it appearing that the subpœna issued in this cause, on the fifth day of October, in the year of our Lord one thousand eight hundred and forty-seven, on the bill of complaint in this cause against John H. Lewis, and Mary M. F. Lewis, wife of said John H. Lewis, was executed on said defendants, John H. Lewis, and Mary M. F. Lewis, wife of said John H. Lewis, on the seventh day of said month, October, and said defendants having failed to answer or enter an appearance in said cause: now, on application of said complainant, by his solicitor, it is ordered that a decree *pro confesso* be entered against said John H. Lewis and said Mary M. F. Lewis, wife of said John H. Lewis, defendants, as aforesaid, for their failure to answer said bill, and for their non-appearance, as aforesaid, which is accordingly done."

And afterwards, to wit: on the second day of December, being a day of term of the District Court of the United States for the Northern District of Alabama, begun and held for said district, at the Court-house in the town of Huntsville, in said district, on the fourth Monday in November, in the year of our Lord one thousand eight hundred and forty-eight, an entry upon the minutes, in said cause, was made, as followeth:—

(*Order setting aside Decree pro con. and allowing Defendants to file Answers.*)

"Come the parties, by their solicitors, and, the motion of said defendants to set aside the decree *pro confesso* in this cause having been argued by counsel, and understood by the Court, because it appears to the satisfaction of the Court that there are sufficient causes for setting aside the said decree *pro confesso*, it is ordered by the Court that the said decree *pro confesso* be set aside, and that said

defendants be allowed to file their answers in said cause; and, it appearing that the answers of the said John H. Lewis and of his wife,

(*Ord. to receive ans. and cont.*)

the said Mary M. F. Lewis have been filed; it is, by consent, ordered that the said answers be received, and that said cause be continued."

The answer of defd'ts, John H. Lewis, mentioned in the foregoing order as received:—

(*Answer of John H. Lewis.*)

"DISTRICT COURT OF THE UNITED STATES,
for the Northern District of Alabama:

In Chancery.

The separate answer of John H. Lewis to the bill of complaint filed against him and his wife, Mary M. F. Lewis, by Burr H. Betts, in the Court aforesaid.

This defendant, now and at all times saving and reserving to himself all manner of benefit and advantage of exception to the many errors and imperfections in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof, or such parts thereof, as this defendant is advised is material for him to answer unto, answers and says, that he intermarried with Mary M. F. Betts, the daughter of Samuel Betts, as set forth in complainant's bill; that he is advised and believes that the said Samuel Betts made and executed his last will and testament in the city of Havana, in the Island of Cuba, beyond the jurisdiction of the United States, and that he made the said Mary, his daughter, residuary legatee, as set forth in the complainant's bill; that he cannot say whether said will was duly proved or admitted to record by the laws of Cuba; that he does not know and does not believe that any probate of said will was ever made in the United States, or any territory thereof, or that the executors therein named were qualified as such in the United States, or any territory thereof.

And, further answering, this defendant says, that many years ago, he believes in the year 1831, he made a verbal agreement with Fernando de la Maza Avredondo, but in ignorance of his rights, to the effect that if the said Avredondo would convey to this defendant and his wife, Mary, an undivided interest to fifteen thousand acres in the grant known as the Alachua or Avredondo grant, that then this defendant and wife would relinquish and release from all right, title, or claim, which they or either of them might have in and to the said grant or tracts of land. The said Avredondo did execute and deliver a deed for that amount of said land to respondent, but respondent ascertained soon after, that said Avredondo had concealed from him important facts in relation to said grant, and that the re-

citals in said deed were not true, and he therefore declined and refused to execute, either by himself or jointly with his wife, a release or relinquishment of his interest in said land; and he further states that no such release or relinquishment was ever made by his said wife.

Respondent admits the partnership of said Betts with Avredondo & Son, as alleged in complainant's bill.

Respondent, further answering, says, that in the suit in Florida, referred to in complainant's bill, respondent in his answer thereto (a copy of which is made an exhibit of complainant's bill) expressly disclaimed all right, or interest, or claim whatever, under the deed aforesaid, for fifteen thousand acres, and that he derived nothing under said deed in said suit, or at any other time, or in any other manner.

Respondent, further answering, says, that the suit in Florida, as aforesaid, was not tried regularly by the Court in which it was brought, but was *compromised* by the parties thereto, who were all present, by themselves or their authorized agents; and the written compromise or agreement of said parties was, by consent, entered upon the records of said Court, as the decree of said Court; that by said agreement and decree, the portion of land in said grant belonging to his said wife, was allowed to her, and amounted to sixty-two thousand acres; that the report of the commissioners appointed to lay off and apportion said land among the several claimants was, at a subsequent term of said Court, objected to and set aside by said Court; that before another survey and apportionment could take place, or did take place, a bill was filed in said Court, in the nature of a bill of review, by Benjamin Putnam and others, and that leave was given to file the same, by the said Court; and that, at this time, said suit is now pending, and this respondent has instructed his solicitors there to prepare answers for himself and wife, which as yet are not filed, but soon will be. The decree and agreement above mentioned are wholly suspended by the bill, in the nature of a bill of review, now pending; and this respondent has received nothing, not a dollar in money, nor a dollar's worth of property, under the said decree and agreement.

This respondent, further answering, says, that he denies the right of the complainant, as legatee, to file his bill against him and his wife, and insists that the personal representatives of said Betts should be made parties to his said bill, and even then respondent denies the right of complainant to proceed against him.

Respondent, further answering, says, that he has not received any other property, or money, or estate, belonging to the said Samuel Betts, in his lifetime, under his said will, in right of his wife as aforesaid, or in any other manner; but, on the contrary, has expended large sums of his own money in endeavoring to recover the rights of his wife in the land hereinbefore described.

Respondent answers complainant's interrogatories as follows, viz:

1*st Interrogatory*. Respondent answers, he has received neither money nor property from the estate of said Samuel Betts.

2*d Interrogatory*. Respondent answers, I think I was shown what was called S. Betts' last will, but it was written in Spanish, which I did not understand, and is in the proper Notary's office, in Havana, Island of Cuba.

3*d Interrogatory*. Respondent is advised and believes that Samuel Betts did leave a last will and testament, and it is not in the possession of respondent. Respondent believes the same to be in the Island of Cuba, and in some office provided for such papers by the laws governing said island.

4*th Interrogatory*. Respondent believes a copy of said will, filed with or annexed to his answer in the suit in Florida, as aforesaid, to be a correct copy of said will and testament of Samuel Betts. Said will is the will under which respondent claimed in said suit in Florida; and respondent also claimed said land, in the suit aforesaid, in right of his wife, as the only child and lawful heir of said Samuel Betts. Respondent believes said will to be a valid and subsisting will.

5*th Interrogatory*. Respondent answering says, that he believes and has been informed, that said will and testament has been duly recorded in the Island of Cuba, but this respondent, from ignorance of the laws governing said island, cannot say in what office the same is or has been recorded, but believes that it is called in the Spanish language by a name that corresponds with the office of a Notary Public in our language. The copy attached to the answer in Florida was obtained by respondent in Cuba, and from what he believes to have been a Notary Public's office.

6*th Interrogatory*. Respondent answers, that he believes the said land to be worth one dollar per acre on an average.

7*th Interrogatory*. Respondent has nine children living; he has lost two only.

THE UNITED STATES OF AMERICA,
Northern District of Alabama:

Before me, Benjamin T. Moore, U. S. Commissioner in and for the district aforesaid, this day personally appeared John H. Lewis, who being duly sworn, states that the statements in the foregoing answer, made as of his own knowledge, are true, and that those made as on the information of others he believes to be true, and that the said answer is true to the best of his knowledge, remembrance, information, and belief.

JOHN H. LEWIS.

Subscribed and sworn before me, this 30th day of October, 1848.

B. T. MOORE,
U. S. Commissioner."

(Endorsed) "Filed in my office on the 30th day of October, 1848. Teste, B. T. MOORE, *Clerk D. C.*"

The answer of def't, Mary M. F. Lewis, mentioned in said order as received:—

(*Answer of M. M. F. Lewis.*)

"DISTRICT COURT OF THE UNITED STATES,
for the Northern District of Alabama:

In Chancery.

The separate answer of Mary M. Lewis to the bill of complaint filed against her and her husband, John H. Lewis, by Burr H. Betts in the Court aforesaid:

This defendant, now and at all times reserving and saving to herself all manner of benefit and advantage of exception to the many errors and inconsistencies in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof or such parts thereof as this defendant is advised is material for her to answer unto, answers and says: That she intermarried with the said John H. Lewis in the month of November, 1824; that she is advised and believes that her father, Samuel Betts, made and executed his last will and testament in the city of Havana, in the Island of Cuba, beyond the jurisdiction of the United States, and that he made this respondent his residuary legatee, as set forth in complainant's bill; that she cannot say whether said will was duly proved or admitted to record by the laws of Cuba; that she does not know and does not believe that any probate of said will was ever made in the United States or in any Territory thereof, or that the executors therein named were qualified as such in the United States or in any Territory thereof.

And, further answering, this defendant says that many years, she believes in the winter of 1830, that her husband, John H. Lewis, made a verbal agreement with F. M. Avredondo, sen'r, the surviving partner of the firm of F. M. Avredondo & Son, but in ignorance of the rights of this respondent, to the effect that if the said Avredondo would convey to this respondent and her husband an undivided interest to fifteen thousand acres of land in the Alachua or Avredondo grant, that then this defendant and her husband would relinquish forever all right, title, and claim which this respondent might have in and to said grant or tract of land. The said Avredondo did execute and deliver a deed for the amount of said land to said John H. Lewis; but, said John H. Lewis having discovered soon after that said Avredondo had concealed from him important facts in relation to said grant, and that the said Avredondo, at the time of making said deed, was not the owner of any interest in said grant, having, by prior deeds to *bona fide* purchasers, conveyed all interest he had in said grant, this respondent, as well as her husband, refused to execute said release, either jointly or severally, in said land, and that no relinquishment whatever has ever been made by her.

Respondent admits the partnership of said Betts with Avredondo & Son, as alleged in complainant's bill.

Respondent, further answering, says that in this suit in Florida, referred to in complainant's bill, respondent, in her separate answer, expressly disclaims all right and interest, or claim whatever, under the deed of fifteen thousand acres, and that she derived nothing from said deed in said suit, or at any other time or in any other manner, but prayed the same might be adjudged fraudulent and void.

Respondent, further answering, says that the suit in Florida as aforesaid, was not tried regularly by the Court in which it was brought, but was compromised by the parties thereto, who were all present by themselves or their authorized agents, and the written compromise or agreement of the parties was, by consent, entered upon the records of said Court as the decree of the Court. That by said agreement or decree the portion of land in said grant belonging to this respondent was allowed to her, and amounted to sixty-two thousand acres. That the report of the commissioners appointed to lay off and apportion said land among the several complainants was, at a subsequent term of the Court, set aside by said Court; that, before any other apportionment could be made, a bill was filed in said Court, by assent of the Court, in the nature of a bill of review, by one Benjamin Putnam and others, and that at this time said bill is pending in said Court, and to which bill said respondent is advised said John M. Lewis has answered.

The decree and agreement above mentioned is by said bill wholly suspended, and the said bill is now pending, and this respondent has received nothing, not one dollar in money or one dollar's worth of property, under the decree and agreement.

This respondent, further answering, says she denies the right of complainant, as legatee, to file his bill against her and husband, and insists that the personal representatives of said Betts should be made parties to his said bill, who, by the laws of Florida, in which State the lands lie, all real estate by law descends to, and are declared assets in the hands of personal representatives, as she is advised and believes.

Respondent answers complainant's interrogatories as follows:—

1*st Interrogatory.* Respondent answers she has never received, in money or property of any kind, real, personal, or mixed, to the amount or value of one dollar.

2*d Int.* I have never seen the last will and testament of my father, and cannot say, of my own knowledge, anything of its contents or of its probate, but supposed it to be in the proper notary's office, in Havana, in the Island of Cuba.

Int. 3. Respondent believes that said Samuel Betts did leave a last will and testament, and it is not and never has been in the possession of respondent. Respondent believes it to be in some notary's office in Havana, in the Island of Cuba, which is provided for such papers by the laws governing said island.

Int. 4. Respondent believes the copy of said will filed with or annexed to the answer of respondent, in the suit in Florida as aforesaid, to be a correct copy of said will and testament of said Samuel Betts; said will is the will under which respondent claimed in said suit in Florida, and this respondent claimed said land in the suit aforesaid as the only child and heir at law of said Betts, and believes the said will to be a valid and subsisting will.

Int. 5. Respondent further answers and says that she believes and has been informed that said will and testament has been duly recorded in the Island of Cuba; but this respondent, from ignorance of the laws of Cuba, cannot answer further than that she is advised that it is called in the Spanish language by a name corresponding with the office of Notary Public in our language.

Int. 6. Respondent is informed and believes the land to be worth one dollar per acre on an average.

Int. 7. Respondent has nine children living, having lost two only.

In addition, respondent is informed that the following sums of money came to the hands of complainant which should have been accounted for, to wit: the sum of from four to five thousand dollars, as mentioned in testator's will as left with the complainant and her grandfather, Samuel, to defray the expenses of the education of this respondent; also the sum of five hundred dollars, being a bill of exchange drawn by F. M. Avredondo & Son on Jasper Ward, of New York, at thirty days' sight, and bearing date Havana, 18th of May, 1821, and in favor of Joseph Fenwick, who handed the same to said complainant for collection and to appropriate to respondent's expenses; which last bill, this respondent is advised, was duly paid to complainant. Of these two last sums of money which came to complainant for respondent's use, she believes that he only appropriated enough to pay one session of five months, ending soon after the death of her father, in March, 1822; of this she is confirmed by a letter from her teacher, John P. Brace, of Litchfield, stating that there was due him for respondent's board and tuition, up to November, 1822, the sum of $165 05: that he had applied to complainant, who plead no funds. Under these circumstances she was removed from school to complainant's house, in Fairfield, Connecticut, where she was visited by an old friend of her father, Aaron Marvin, Esq., who not only urged her return to school, but advanced some three hundred dollars to pay for one year's board and tuition. She is informed by said Aaron Marvin, Esq., now residing in Monticello, Florida, of the last named fact, and, in addition, that he could not get the complainant to take respondent to school until he paid him twenty-five dollars. Respondent is further informed, by a letter bearing date at Havana, some five months after her father's death, and written by William B. Wallace, the executor of his will for the Island of Cuba, and addressed to Joseph Fenwick, the executor appointed for the United States in said will, that at the death of said Betts this complainant owed to the firm of Avredondo & Son, of which deceased was a part-

ner, the sum of between two and three thousand dollars, which said executor had charged up to the debit of said Betts' estate after his death; all which said several sums of money, this respondent is advised, is due her and liable to be taken from said legacy or otherwise.

Said complainant is informed and believes that the first mentioned sum of from four to five thousand dollars was left in the year 1816; the second sum of five hundred dollars was left in the year 1821, in the month of June; and the third sum anterior to March, 1822, and that interest is properly due upon each sum respectively.

Respondent further states that said complainant failed soon after her father's death, and is still insolvent, and has never been in a situation to account, is the reason why he was not called on for settlement. Respondent further states, that from all she can learn, that said complainant never paid more than one hundred and sixty-five dollars, being the expense of one session; that this respondent has written to complainant since the commencement of this suit, requesting some account of disbursements on her behalf, but her request has been met only by silence on his part, notwithstanding no proof was required, and a promise on respondent's part, if by such account anything was due it should be paid, regardless of the fact that she had never received anything from said estate of her said father, Samuel Betts. Respondent insists that if complainant is entitled to any legacy under her father's will, that he may be made to account out of said legacy for the several sums of money above and herein set forth.

THE UNITED STATES OF AMERICA,
Northern District of Alabama:

Before me, Benjamin T. Moore, Clerk of the District Court of the United States of America for the Northern District of Alabama, at Huntsville, this day personally appeared Mrs. Mary M. F. Lewis, and made oath that the statements contained in the foregoing answer as of her own knowledge, are true, and that those made on the information of others she believes to be true.

MARY M. F. LEWIS.

Subscribed and sworn before me, this 28th day of November, 1848.

Teste, B. T. MOORE,
Clerk, D. C.

(Endorsed) "Filed 28th Nov., 1848.

Teste, B. T. MOORE,
Clerk."

Affidavit of John H. Lewis for purpose of setting aside decree pro confesso.

(*Affidavit of J. H. Lewis relative to Mrs. Lewis's sickness.*)

"BURR H. BETTS
vs.
JOHN H. and MARY F. LEWIS.

DISTRICT COURT OF THE UNITED STATES,
for the Northern District of Alabama:

John H. Lewis, one of the defendants in the above cause, makes oath that, at the service of the subpœna in said cause, the co-defendant, Mary F. Lewis, was confined to her house by indisposition; that this confinement continued until near the first of May, 1848; that for most of the time her life was regarded in imminent jeopardy, and during the whole period, unfit to attend to any matter of business; that the facts necessary in defence of said bill of complaint was principally confined to her personal knowledge; that this affiant had to leave home soon after the service of the subpœna, to attend the Court in St. Augustine, in East Florida; that he was advised that a petition had been filed to open the decree, on the completion of which alone could these defendants, as he supposed, have been held to any accountability; and that petition was based on sundry letters so furnished by said complainant, in order to disturb, if not wholly to set aside said decree; that he was detained there until the time for filing answers had by the rules of the Court expired.

J. H. LEWIS.

"Subscribed and sworn before me, this 2d December, 1848.

"Teste, B. T. MOORE,
Clerk."

(Endorsed) "Filed 2d Dec., 1848.
"Teste, B. T. MOORE, *Clerk.*"

Affidavit of Dr. Alexander Erskine relative to Mrs. Lewis's sickness.

(*Affidavit of Dr. Erskine relative to Mrs. Lewis's sickness.*)

"I was the medical attendant of Mary F. Lewis; she was confined on the 21st of Nov. 1847, and continued confined to her bed for many months—during much of her time very ill; that she was not, in my opinion, during all this period, and for *some time previous*, fit to attend to any business.

ALEX'R ERSKINE.

"Subscribed and sworn before me, this 1st December, 1848.

"Teste, B. T. MOORE,
Clerk D. C."

(Endorsed) "Filed 1st Dec., 1848.
"Teste, B. T. MOORE, *Clerk.*"

Complainant's replication to defendant's answers.

(*Replication.*)

"THE DISTRICT COURT OF THE UNITED STATES,
for the Northern District of Alabama, at Huntsville:

Between BURR H. BETTS, Plaintiff, and JOHN H. LEWIS and WIFE, MARY M. F. LEWIS, Defendants.

The replication of said plaintiffs to the answers of said defendants, John H. Lewis and Wife.

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties and insufficiencies of the answers of the said defendants, for replication thereunto says that he does and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by said defendants, and that the answers of said defendants are very uncertain, evasive, and insufficient in law to be replied unto by this repliant; without that, that any other matter or thing in said answers contained, material or effectual in law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove, as this Honorable Court shall direct, and hereby prays as in and by his bill he has already prayed.

SAML. D. J. MOORE,
Sol. and Counsel for Complainant."

(Endorsed) "Filed in my office this 1st Feb. 1849.

Teste, B. T. MOORE,
Clerk."

And afterward, to wit: on the twenty-second day of May, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court-house in the town of Huntsville, in said District, on the third Monday in said month (May), in the year of our Lord one thousand eight hundred and forty-nine:

(*Order extending time for taking Testimony.*)

"Come the parties by their solicitors, and on the application of said complainant, and on sufficient showing, it is ordered that the time for taking testimony in said cause be extended sixty days from this time."

And afterward, to wit: on the twenty-ninth day of November, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court-house in the town of Huntsville, in said District, on the fourth

Monday in said month (November), in the year of our Lord one thousand eight hundred and forty-nine:

(*Order allowing Defendants to file Amended Answers.*)

"Come the parties by their solicitors, and the motion of said defendants, founded upon the affidavit of said defendant, John H. Lewis, for leave to file amended answers, being argued by counsel and understood by the Court; it is ordered by the Court that said defendants have leave to file amended answers within sixty days from the rise of this Court."

The affidavit referred to in the foregoing order.

(*Affidavit of Def't, J. H. Lewis.*)

"BURR H. BETTS
vs.
JOHN H. LEWIS AND WIFE.

Pending in the District Court of the United States, at Huntsville.

The defendant being duly sworn, deposes that as he is advised it is necessary for him to file a supplemental answer in this cause; that his answer now on file was filed in October, 1848; that since the filing of said answer, and since the last continuance of this cause, the bill of review alleged in said answer to have been filed by Benjamin L. Putnam *et al. vs.* these defendants, has been determined, and by the decree of the Court in which said bill was filed, that Court having full jurisdiction of the subject-matter, the lands allotted to this affiant and wife, in right of his said wife, were sold, and the proceeds of sale amounted to $11,906 77: Affiant states that this is the whole amount which he will receive from the estate of said Samuel Betts, dec'd, the testator, by virtue of whose will the complainant is claiming from this defendant and wife, as residuary legatee under said will; that the decree aforesaid, was rendered the 18th July, 1849, in the Circuit Court of St. Johns County, Florida, and this affiant was not advised thereof until some time in the August following: that in prosecuting the Florida suits, this affiant has expended large sums of money in, and paying for taxes, surveys, counsel fees, Court costs, &c., beside his personal services; that these sums will be more than sufficient to absorb the whole amount due this affiant and wife, under and by virtue of said will; that by the laws of Florida, where said lands are situated, they are assets in the hands of personal representatives for the payment of debts; that there are outstanding debts due from said estate, and no administration has ever been granted on the said estate; that it is affiant's intention to take letters of administration on said estate, so soon as it will be practicable and prudent for him to go to Florida; that at the last November term of this Court, a decree was rendered against these defendants in favor of one Sarah Darling, claiming a legacy

under and by virtue of said will, upon which an appeal was taken to the Supreme Court, which is yet undetermined; that as this affiant is advised, it will be necessary for him, so soon as he administers on said estate to file a cross-bill against this complainant, who is indebted to said estate in an amount greater than the legacy he claims under said will; that all the facts above stated, in reference to the Florida suits, have occurred since the filing of affiant's answer, and since the last term of this Court, and, as affiant is advised, are material in his defence.

J. H. LEWIS.

Sworn to and subscribed in open Court Nov. 29th, 1849.

B. T. MOORE,
Clerk D. C."

(Endorsed) "Filed 29th Nov., 1849.

Teste, B. T. MOORE,
Clerk."

And afterwards, to wit: on the fourth day of February, in the year of our Lord one thousand eight hundred and fifty, was filed in the office of the Clerk of said District Court, the amended answer of said defendant, John H. Lewis, in the words and figures following, to wit:—

(*Amended Answer of J. H. Lewis.*)

"The amended answer of John H. Lewis to the bill of complaint of Burr H. Betts, exhibited against said respondent and hs wife, Mary M. Lewis, in the District Court of the United States for the Northern District of Alabama, at Huntsville.

This respondent, reserving all benefit of exception to the many errors and imperfections in complainant's said bill, by this his amended answer, filed by leave of the Court first had and obtained, answering, states: That Samuel Betts, father of the said Mary M. Lewis, was entitled, as this respondent believes, at the time of his death, to an undivided third part of the Avredondo or Alachua grant of lands lying in the then province or territory of Florida, and that the executor nominated in the will of the said Samuel for the United States, having failed to qualify, this respondent has spent much time and money during the last twenty-five years, in endeavoring to establish the claim of the said Samuel to the same; that by certain proceedings had in the Superior Court of East Florida, at the suit of John H. Brush and others as complainants, against Ichabod Prall, this respondent and wife, and others as defendants, a partition of said grant of lands was ordered and decreed by said Court at the June term, 1845, of said Court, under which decree, sixty-two thousand (62,000) acres were ordered to be allotted to this respondent and his wife, Mary M. Lewis, in right of the said Mary M.

Lewis; but that before such decree was executed, one Benjamin A. Putnam, executor of Peter Mitchell, and Octavius Mitchell and Hector Mitchell, on leave granted them by said Court, filed their supplemental bill in the nature of a bill of review, the object of which was to open said decree so far as it settled the interest of respondent's wife in the said lands, and that a motion was also made by one Moses E. Levy, for leave to him to become a party to said supplemental bill; that at the November term, 1848, of the Circuit Court of St. Johns County, in which Court the said matters in controversy were then pending, and which had jurisdiction thereof; it was agreed and stipulated by the parties, and entered as a rule of the Court, that the said matters in controversy between said Putnam, as executor as aforesaid, Hector and Octavius Mitchell, and this respondent and wife, and between said Levy and this respondent and wife, as regarded their interest in said Avredondo grant, shall be referred to the Hon. Isaac H. Bronson, as sole arbitrator, and that his decision in the premises should be final and entered as the decree of the Court, his decree to be entered *nunc pro tunc*, as of the November term, 1848.

Respondent further states, that at said November term, 1848, it was ascertained in the said original cause of Brush and *als. vs.* Prall and *als.*, that said grant of lands could not be fairly divided among the owners thereof, and a decree was rendered by which certain commissioners appointed by the Court, viz: George M. Payne, Wm. A. Forward, and James Child, were ordered to sell said lands at public outcry in the town of Micanopy, in Alachua County, on the 21st day of February, 1849, on the following terms, to wit: one-third of the purchase-money to be paid in cash, and the balance in one, two, and three years, with interest at six per cent. per annum, and that the claimants should be permitted to purchase to the extent of their interests in said lands without paying money, but that if they should exceed that interest, then they were to account for the excess as other purchasers.

Respondent further states, that all of said lands were sold at said sale, amounting to $263{,}462\frac{42}{100}$ acres. That the gross amount of said sale was $\$125{,}641\frac{76}{100}$, the average of said sale being about forty-seven cents and six and a half mills per acre.

Respondent further states, that under the award of said Bronson, and the decree of said Court, an interest of 24,885 acres in said grant of lands, was decreed to respondent and his wife, Mary M. Lewis, in right of said Mary, and that under the said average per acre, the value of the interest of said Mary M. Lewis, in said lands, was ascertained by the final decree of said Court, in said cause, rendered on the 11th day of August, 1849, to be eleven thousand $(11{,}906\frac{77}{100})$ nine hundred and six $\frac{77}{100}$ dollars; that by said decree, it was ascertained that the whole amount of the taxable costs of said suit was $\$13{,}482\frac{64}{100}$, and the proportional part which was decreed against this respondent was $1278 45.

Respondent, further answering, says, that at the aforesaid sale of lands he became a purchaser to the amount of $18,979, exceeding the gross amount of his wife's interest in said lands as heir and devisee of her said father, by $7073 07.

His purpose in making said purchase, was to invest in said lands the amount to which his said wife was entitled under the decree of said Court, and to purchase the balance on respondent's own account; and respondent having paid the whole amount of costs taxed against himself and wife, as aforesaid, was, in settling for said lands, credited with said sum of $11,906$\frac{77}{100}$. Respondent paid to said Commissioners one-third of the balance of the purchase-money, and owes for the balance.

Respondent further answering, says, that the last will and testament of said Samuel Betts, was never, so far as respondent knows or believes, admitted to probate in any State or Territory of the United States. That no one of the executors, legatees or devisees, named in said will, has rendered your respondent and wife any aid whatever in preventing the claim of said Samuel Betts, to his interest in the said Avredondo or Alachua grant, and that the complainant in this cause has, in fact, opposed respondent's claims, and, as respondent believes, prevented him from recovering the full share of said lands, to which the said Samuel Betts was entitled.

Respondent further states, that in prosecuting said claim, he has made two trips to the Island of Cuba, and as *two* many as 8 or 10 trips to Florida, besides as many as trips to the States of South Carolina, Georgia, New York and Connecticut, all of which cost respondent large sums of money; that respondent and wife were taxed with 1278\frac{45}{100}$ as their portion of the taxable costs of said suit in Florida; that respondent has also been necessarily subjected to other charges in prosecuting said suit; that he has paid $62 for maps of the said lands, $808 for the taxes assessed on said lands, and has incurred liabilities for counsel's fees, to the amount of $, not yet paid.

Respondent states, that the moneys and time expended by him in prosecuting said claim, with interest, together with what is still due from him, exceeds in amount the value of the share acquired by him, in right of his said wife, Mary M. Lewis, under said decree.

Respondent further states, that the said Samuel Betts, by his said will, gave to one William B. Wallace, two thousand acres of land in said Alachua District, and the same number of acres to Joseph Fenwick; also to his partners, Don Fernando and Don Joseph De La Maza Avredondo, two thousand acres of land in the same province; that by his said will, he also gave to his father, Samuel Betts, the sum of $2500, and to his sister Sally, the like sum of $2500.

That by the said final decree in Florida, the portion awarded to respondent's wife, as aforesaid, was charged in favor of Thomas B. Jewitt and wife, with the aforesaid decree to William B. Wallace,

which, according to the average value of the lands sold, amounted to $953 10.

Respondent, further answering, says, that the said Sally, sister of the said testator, afterwards acquired the name of Darling, and as such filed the bill in this Court, against respondent and wife, claiming to be entitled to receive from them the aforesaid legacy of $2500, with interest, from a year and a day after the death of said testator, and at the term of this Court, obtained an absolute decree against this respondent and wife, for the sum of $; from which decree this respondent appealed, and the same is now pending in the Supreme Court of the United States, at Washington.

Respondent further states, that one William H. Moore, of Huntsville, Alabama, who claims to be administrator of Samuel Betts, the father of said testator, and of the complainant in this cause, is prosecuting a suit against this respondent and wife, in the Chancery Court, held at Huntsville, for the 32d Chancery District of Alabama, by which he seeks to recover the sum of twenty-five hundred dollars, bequeathed, as aforesaid, to the said Samuel Betts, with interest thereon, at the rate of eight per cent. per annum, from a year and a day after the death of said testator, Samuel Betts.

Respondent states, that each of said suits was instituted by the same solicitor who filed the bill in this cause.

Respondent further states, that in the year 1816 or 1817, the said testator placed in the hands of complainant and his father, Samuel Betts, about four thousand eight hundred dollars, to be applied by them to the maintenance and education of respondent's said wife, and that for the same purpose, said complainant received from said testator in the year 1821, a bill of exchange for five hundred dollars, drawn by F. M. Avredondo and Son, on Jasper Ward, of New York, in favor of Joseph Fenwick, dated Havana, 18th May, 1821, and payable thirty days after sight; on which bill, complainant received the said sum of five hundred dollars.

Respondent states, that he has been informed, and believes it to be true, that neither the said complainant nor his father paid anything towards the education or maintenance of respondent's wife, either out of their own funds or out of the funds placed in their hands for that purpose as aforesaid, except the sum of about $65 00, paid on account of the expenses of one session at school, and that the balance of said moneys has never been accounted for by them, or either of them, either to this respondent or his said wife, nor to any legal representative of the said testator.

Respondent, further answering, says, that he has been advised, and believes it to be true, that at the time of the death of said testator, the said complainant was indebted to the said firm of F. M. Avredondo & Son, in the sum of about $2,900, which was charged by said firm to the estate of said Samuel, by William B. Wallace, the executor of said testator, and that said complainant has never discharged any part of said indebtedness.

Respondent further states that during all this period of twenty-five years, this complainant has not only failed and refused to aid your respondent in the establishing the right of said Samuel Betts, deceased, but has contributed to defeat this respondent, by corresponding with said Benjamin A. Putnam, and furnishing him with proof to defeat said respondent in the claim for the 62,000 acres, originally decreed to Mary M. Lewis; and now, although notified to contribute, he wholly fails to render any assistance in the payment of costs, taxes, or counsel fees. In consideration of all which matters and things, said respondent has recently visited Florida, where he found that a receiver had been placed on said lands, decreed to said Mary F. Lewis, at the instance of one who claims an interest in the same, so that they are wholly removed from his control. In consequence of which, your respondent has filed a bill in the Circuit Court of Alachua County, where the lands lie, making this respondent a party, and all others claiming, either under the will of said Samuel Betts, or otherwise, in order that your respondent might be saved from harassing suits, and the interest of all parties might be settled by a decree of the Court, a certified copy of which bill he hopes to be ready to present to the Court.

Respondent further states, that he has instructed counsel to have the final decree of said Court so corrected as to sever his interest from that of the said Mary F. Lewis, and that he has never interfered with the same, since the final decree, either by selling the same, or in receiving rents therefrom.

Your respondent having fully answered said complainant's bill, prays to be dismissed with his costs in this behalf expended.

JOHN H. LEWIS."

STATE OF FLORIDA,
Putnam County, sct:

This day personally appeared John H. Lewis, whose name is subscribed to the foregoing answer, and made oath that the facts and things set forth in said answer as of his own knowledge are true, and those as of the knowledge of others he believes to be true.

Sworn to before me, Charles W. Brush, Judge of the County Court of Putnam County, aforesaid, on the 21st day of January, 1850.

CHARLES W. BRUSH,
Judge of Probate Court, Putnam Co., Fla.

(Endorsed) "Filed in my office 4th February, 1850.
Teste, B. T. MOORE, *Clerk.*"

And afterwards, to wit: on the twenty-third day of May, in the year one thousand eight hundred and fifty, the said defendant, John H. Lewis, filed an affidavit in said cause, in the words and figures following, to wit:—

(*Affidavit of J. H. Lewis for leave to file 2d Amended Answer.*)

"BURR H. BETTS
vs.
JOHN H. LEWIS AND WIFE.

The defendant states that since the last term of this Court, and since the filing of his amended answer, he has learned that, by the laws of Cuba, where the will of Samuel Betts, under which the complainant claims, was made, a parent is prohibited from disposing more than one-fifth of his property in favor of strangers or other persons, as against his children, and that the same laws were in force in Florida, at the making of said will—that more than one-fifth has been already taken from said estate to satisfy legacies and devises claimed under said will. Respondent is advised, and believes that it is material for him to allege these facts in his answer in this cause, and that they will constitute a valid defence. Respondent stated that before filing his amended answer, he made exertion, by writing to different persons supposed to be acquainted with the aforesaid laws, for information in reference thereto, but did not receive it until after the answer was filed. Affiant prays, therefore, for leave to file an amended answer.

J. H. LEWIS."

Sworn to and subscribed in open Court, May 23d, 1850.

Teste, B. T. MOORE,
Clerk, D. C.

(Endorsed): "Filed 23d May, 1850.

Teste, B. T. MOORE,
Clerk D. C."

And afterwards, to wit: on the said twenty-third day of May, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held for said District, at the Court-house in the town of Huntsville, in said District, on the third Monday in said Month (May), in the year of our Lord one thousand eight hundred and fifty:

(*Order giving leave to J. H. L. to file 2d Amended Answer.*)

"Come the parties by their solicitors, and on the affidavit of said defendant, John H. Lewis, leave is granted him to file a second amended answer in said cause instanter, and thereupon the said defendant, John H. Lewis, filed his second amended answer accordingly.

(*Order to continue.*)

And, it is further ordered that this cause be continued."

The second amended answer of defendant, John H. Lewis, filed

by leave of the Court, on the twenty-third day of May, eighteen hundred and fifty.

(*Second Amended Answer of defendant, John H. Lewis.*)

"The second amended answer of John H. Lewis, filed by leave of the Court, to the bill of complaint of Burr H. Betts, exhibited against this respondent, and Mary M. F., his wife, in this Court.

This respondent, in addition to the matters and things stated in his former answer, answers that, since the filing of his amended answer in this cause, he has been informed, believes and avers, that by the laws of Cuba, where the will of said Samuel Betts, under which the complainant derives his pretended claim, purports to have been made, a parent is prohibited from disposing of more than one-fifth of his property in favor of strangers, or other persons, as against his children or grandchildren; and from this fifth must be deducted all expenses of interment, masses, &c. Respondent is informed, believes, and so states, that the same laws were operative in the then Province of Florida, at the time said will purports to have been made. Respondent further answers that, by a decree of the Circuit Court of the Eastern Judicial Circuit of the State of Florida, held for the county of St. Johns, on the 15th June, 1849, in a cause pending in said Circuit Court, wherein John H. Brush *et als.* were complainants, and Ichabod Prall *et al.* were defendants, the estate of said Samuel Betts was charged with a devise of two thousand acres of land, made by said Samuel Betts to one William B. Wallace, and that the said Samuel Betts, devised to his former partners, Avredondo & Son, five thousand acres of land, which was deducted from the aggregate of the estate of said Samuel, by the award of the sole arbitrator to whom the matters and things in controversy in the before-mentioned suit of Brush *et als. vs.* Prall *et als.* were referred, and whose award was confirmed by the Court. Respondent states that these legacies were more than equivalent to one-fifth of the whole estate of the said Samuel Betts, and denies his right under the laws of Cuba, where said will purports to have been made, or the laws of Florida, in force at the making of said will, where all the property (which was real estate) was situated, to dispose of more than one-fifth of his estate by will in favor of strangers or other persons, as against his children or grandchildren.

Respondent states, that in his former answer to complainant's bill, he stated that he believes the will of said Samuel Betts, mentioned in complainant's bill, to be valid and subsisting; but respondent does not intend thereby to admit that said will was admitted to probate in Cuba, where it purports to have been made, for of this he is ignorant. He believes said will to have been signed by said Samuel Betts, but whether the forms prescribed by the laws of Cuba, for the making of wills were pursued, he does not know. He denies that said will has ever been probated by any Court having jurisdiction thereof in the

United States, or any territory thereof. And now, having fully answered, he prays to be hence dismissed with his reasonable costs, &c.

BRICKELL, CABANISS, & SHEPHERD,
Sol's for Respondent."

UNITED STATES OF AMERICA:

DISTRICT COURT,
Northern District of Alabama.

This day appeared before me, B. T. Moore, U. S. Commissioner for the Northern District of Alabama, John H. Lewis, who, being duly sworn, deposeth that the facts stated in the foregoing answer are true to the best of his knowledge and belief.

J. H. LEWIS.

Sworn and subscribed May 23d, 1850.

B. T. MOORE,
U. S. Com'r.

(Endorsed) "Filed 23d May, 1850.
Teste, B. T. MOORE,
Clk."

And afterwards, to wit: on the third day of June, in the year of our Lord one thousand eight hundred and fifty, was filed in said cause the plaintiff's replication to the defendant, John H. Lewis's second amended answer in said cause, in the words and figures following, to wit:—

(*Rep. to 2d Amended Answer.*)

"THE UNITED STATES OF AMERICA,
Northern District of Alabama.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama, at Huntsville:

In Chancery.

BURR H. BETTS
vs.
JOHN H. LEWIS AND WIFE, Mary M. F. Lewis.

The replication of said complainant to the second amended answer.

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken, to the manifold errors, uncertainties, and insufficiencies of the said second amended answer; for replication thereunto says, that he does and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law, to be answered unto by said defendants, and that the said answers of the said defendants are very uncertain, evasive, and insufficient in law to be replied unto by this repliant; without

that, that every other matter or thing in said answers contained material or effectual in law to be replied to, and not herein and hereby well and sufficiently replied to, confessed or avoided, traversed or denied, are true. All which matters and things this repliant is ready to aver, maintain, and prove, as this Court shall direct, and humbly prays as by his said bill he has prayed.

S. D. J. MOORE,
Sol. and Counsel for Compl't."

(Endorsed) "Filed in office, 3d June, 1850.
Teste, B. T. MOORE,
Clk."

And afterward, to wit: on the twenty-ninth day of November, in the year one thousand eight hundred and fifty, was filed in said cause, a petition by complainant for leave to file exceptions to defendant's supplemental and amended answers, which is in the words and figures following, to wit:—

(*Pet. for leave to file exceptions to sup. and amended answers.*)

"The Solicitor asks leave of the Court to file exceptions to the amended and supplemental answers of defendant, Lewis, in the case of Burr H. Betts *vs.* Lewis and wife, in this, that each answer, the first amended and supplemental answer contain matter not mentioned in the affidavits of said Lewis, and are contradictory to the first answer, and that the whole character of the defence is sought thereby changed; and further, they contain matter which cannot in that way be presented to the Court this 29th Nov. 1850.

S. D. J. MOORE,
Sol. for Betts."

(Endorsed.) "Filed 29th Nov. 1850.
Teste, B. T. MOORE,
Clk."

And afterwards, to wit: on the said twenty-ninth day of November, being a day of a term of said District Court of the United States for the Northern District of Alabama, begun and held at the Court-house, in the town of Huntsville, in said District, on the fourth Monday in said month (November), in the year of our Lord one thousand eight hundred and fifty:

(*Order granting leave to file exceptions to sup. and amended answer.*)

"Come the parties, by their solicitors, and on the motion of said plaintiff, by his solicitor, leave is given him to file exceptions to said defendant's, John H. Lewis's, supplemental and amended answers, to which the defendants, by their solicitors, object, for the want of notice.

And it is further ordered that this cause be continued."

(*Order to continue.*)

And afterwards, at rules, held at the office of the Clerk of said District Court, on the first Monday (being the second day) of December, in the year one thousand eight hundred and fifty, an entry in said cause was made, as followeth:—

(*Entry at Rules Dec.* 1850, *relative to exceptions.*)

"Come the complainant, by his solicitor (the leave of the Court having been first had and obtained), and files exceptions to the amended and second amended or supplemental answers of the said defendant, John H. Lewis, which said exceptions are now here accordingly filed."

The complainant's exceptions, referred to in the foregoing entry:—

(*Exceptions of Comp. to sup. and amended answers.*)

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama, at Huntsville:

"BURR H. BETTS
vs.
JOHN H. LEWIS AND WIFE. } In Chancery.

By leave of the Court first had and obtained, the complainant files to the amended answer of John H. Lewis, the following exceptions:—

"*First.* The said amended answer sets forth facts that have occurred since filing the original bill, and also facts that could have been set forth in the first answer, and are not set forth in the affidavit or amended answer as omitted in the first answer by mistake.

"*Secondly.* Facts are set forth contradicting the first answer, and not mentioned in the affidavit of said J. H. Lewis.

"And to the second amended or supplemental answer of said John H. Lewis, the facts set forth are contradictory to the first answer of said John H. Lewis, and also facts are set forth which show that said defendant seeks to change the entire character of the defence, and which might, with ordinary diligence, have been set forth in said defendant's first answer.

"Complainant therefore asks that this honorable Court will consider the said first amended and the said second amended or supplemental answer, in so much and in so far as they are liable to the aforesaid exceptions, or any of them, as constituting no part of said amended answers. And, as in duty, &c., complainant will ever pray, &c., &c.

"S. D. J. MOORE,
"*Sol. for Betts.*"

(Endorsed) "Filed 1st Monday in Dec., 1850.
"Teste, B. T. MOORE,
"*Cl'k D. C.*"

And now afterward, to wit: on the twenty-first day of May, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court-house in the town of Huntsville, in said district, on the third Monday in said month (May), in the year of our Lord one thousand eight hundred and fifty-one:

(*Order dismissing said Bill.*)

"In this cause a motion is made by defendants' counsel to dismiss the bill for want of equity, and, by consent of parties, the said motion is submitted for the decision of the Court; and full argument being heard, the Court is of opinion there is no equity in the bill, and that the same should be dismissed.

(*Decree for Costs vs. Compl't.*)

"It is therefore ordered, adjudged, and decreed that the said bill be dismissed; and it is further decreed that complainant pay the costs of this suit. It is suggested by counsel that he may be able to frame a bill, in another suit, which will avoid the objections to this. The dismissal is therefore without prejudice.

"And thereupon complainant moves the Court for leave to amend the bill."

(*Order overruling Motion to amend Bill.*)

And afterward, to wit: on the day last aforesaid,

"Come the parties, by their solicitors, and, the motion of said complainant to amend the bill in this cause being considered by the Court, is overruled."

And afterward, to wit: on the ninth day of May, in the year one thousand eight hundred and fifty-four, an entry upon the motion docket was made as follows:—

(*Notice for Motion of Appeal on Motion Docket.*)

"District Court of the U. S.,
at Huntsville:

"Burr H. Betts
vs.
John H. Lewis & Wife.

"In this cause motion will be made, praying an appeal from the decision of this Court to the Supreme Court of the United States.

"S. D. J. MOORE,
"*for B. H. Betts.*

"To John H. Lewis.

"*May 9th*, 1854."

(*The Notice for Motion for Appeal executed.*)

And thereupon a copy of the foregoing was served upon said John H. Lewis, in the words and figures following, to wit:—

"DISTRICT COURT OF THE U. S.,
at Huntsville:

"BURR H. BETTS
vs.
JOHN H. LEWIS & WIFE.

"In this case motion will be made, praying an appeal from the decision of this Court to the Supreme Court of the United States.

"S. D. J. MOORE,
"*for B. H. Betts.*

"To JOHN H. LEWIS.

"*May 9th*, 1854."

(Endorsed) "Executed 11th May, 1854.
"BENJ. PATTERSON,
"*Marshal.*"

And afterward, to wit: on the twelfth day of May, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court-house in the town of Huntsville, in said district, on the second Monday in said month (May), in the year of our Lord one thousand eight hundred and fifty-four, an entry in said cause, upon the minutes of said Court, was made, as followeth:—

(*Order granting Appeal.*)

"BURR H. BETTS
vs.
JOHN H. LEWIS & WIFE. } On motion for appeal.

"Come the parties, by their solicitors, and, on the motion of said complainant, it is ordered that an appeal in said cause to the Supreme Court be granted, upon the execution of an appeal bond in the penalty of two hundred and fifty dollars, with the usual condition.

(*Order allowing Time to execute Appeal Bond.*)

"And, on motion of said plaintiff, he is allowed sixty days from the rise of this Court to execute, either individually or by his attorney in fact and his security, said appeal bond."

And afterward, to wit: on the eighth day of July, in the year one thousand eight hundred and fifty-four, was filed in said cause an appeal bond in the words and figures following, to wit:—

(*Appeal Bond.*)

"Know all men by these presents, that we, Burr H. Betts and Edward Moore, are held and firmly bound unto John H. Lewis and his wife, Mary M. F. Lewis, in the penal sum of two hundred and fifty dollars, for the due payment of which we and each of us

do bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this twenty-second day of June, one thousand eight hundred and fifty-four.

"The condition of the above obligation is such, that whereas in a suit heretofore pending in the District Court of the United States for the Northern District of Alabama, at Huntsville, in said district, wherein said Burr H. Betts was plaintiff, and said John H. Lewis and wife were defendants, in Chancery, judgment was rendered by said District Court on the twenty-first day of May, being a day of a term of said District Court, begun and held on the third Monday in said month (May), in the year one thousand eight hundred and fifty-one, for the costs of suit, said bill being dismissed by the Court: and whereas, on the twelfth day of May, being a day of a term of said District Court, begun and held on the second Monday in said month (May), in the year one thousand eight hundred and fifty-four, the said complainant prayed, in open Court, an appeal to the Supreme Court, which was granted, upon the execution of an appeal bond in the penalty of two hundred and fifty dollars, with the usual condition: and whereas, on motion of said complainant, he was allowed sixty days from the rise of said Court to execute, either individually or by his attorney in fact and his security, said appeal bond:

"Now, if the said Burr H. Betts shall prosecute his said appeal to effect, and pay and satisfy any judgment or decree which said Supreme Court may render against him, then the above obligation shall be null and void; else to remain in full force and virtue.

BURR H. BETTS. [SEAL.]
By his attorney in fact, W. H. MOORE.

Signed, sealed, and delivered in the presence of
ED. MOORE. [SEAL.

Examined and approved.
JOHN GAYLE, *Judge.*"

(Endorsed) "Filed 8th July, 1854.
Teste, B. T. MOORE,
Clerk D. C."

The Power of Attorney by virtue of which the foregoing bond was executed.

(*Power of Att'y.*)

"Whereas, at the May term in the year eighteen hundred and fifty-four of the District Court of the United States for the Northern District of Alabama, held at the Court-house in the town of Huntsville, in the State of Alabama, an appeal was granted to the next term of the Supreme Court of the United States in the cause in the name of Burr H. Betts against John H. Lewis and his wife upon the execution of an appeal bond in the penalty of two hundred and fifty

dollars, with the usual condition, and sixty days allowed from the rise of said Court to execute by said Burr H. Betts, either individually or by his attorney in fact, and his security, said appeal bond:

Now, therefore, be it known that I, the said Burr H. Betts, of the county of Fairfield, in the State of Connecticut, do hereby authorize and empower William H. Moore, of the town of Huntsville, in the county of Madison and State of Alabama, my true and lawful attorney in fact, for me and in my name, to execute an appeal bond as aforesaid in the cause aforesaid, and to do anything for me and in my name, necessary and proper to be done in order to enable me to take up by appeal, the cause aforesaid to the next term of the Supreme Court of the United States, and I hereby ratify and confirm whatever may be lawfully done in the premises by my said attorney in fact.

Given under my hand and seal, in the town of New Haven, county of New Haven and State of Connecticut, this the fourteenth day of June, one thousand eight hundred and fifty-four.

BURR H. BETTS. [SEAL.]

Signed in presence of
ELBERT J. MUNSEN,
LYMAN E. MUNSEN.

STATE OF CONNECTICUT,
New Haven County, ss:

NEW HAVEN, *June 14th*, 1854.

Personally appeared Burr H. Betts, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

L. E. MUNSEN,
Notary Public and
Com'r of Deeds,
New Haven, Ct.

LYMAN E. MUNSEN,
Notary Public and
Commissioner of Deeds."

(Endorsed) " Filed in my office 8th July, 1854.
Teste, B. T. MOORE,
Clerk D. C."

The following are papers referred to in the bill and answer in this cause, viz:—

The Will of Samuel Betts in Spanish.

(*Will of Sam'l Betts in Spanish.*)

SELLOZ°. 2 Rs. | CONST. REYNA DE LA ESP. SAB. 2 P. L. G. D. DIOSYLA. | ANOS DE 1844 Y 45.

S. A. D.

John H. Lewis natural y vicino de Alabama uno de los Estados Unidos ante U. S. del modo mas conforme à drò dice pue para los

fines que tenga por conomientes nicilita testimonio integro del testamento otorgodo en esta ciudad por D. Samuel Betts en primero de mano de mil ochocientos viente y dos por ante el Escribano D. José Lorenzo Rodriguez por locpre A. V. Suplies le serve disponraque el Bl. D. Bernardo del Junos actual del oficio ponga a continuacio el mencionado testimonio en el papel que corresponde por ser justicia pido jurando no proceder de malicia, &c.

HABANA, *Abril* 19 *de* 1844.

S. A. O.
JOHN H. LEWIS.

HABANA, *y Abril diez y nueve de* 1844.

[ ] lonos de pide en el papel 9d corresponda.

M. Pedroze Bl. Bern'do Del Junes.

Testam'to. En el nombre de Dios todo-poderozo amen. Sepate que yo Dn. Samuel Betts natural del pueblo de Wilton on el condado de Fairfield hijo legitimo de Dn. Samuel y de Dn. Avigail Huble deponta esta, hallandome enfirma en mi entere juicis y complida memoria, creyendo como firmemente creo en los misterios de la Trinidad santisema Encarnacion de borbo Divino y entodos los demos que cree y ansena Ntra sta Madre iglesia de que como latilics fiel Cristiano estoy enstruido purimao que ha de llegar mi muerte como es natural a toda creatura, ordeno mi testamento en la forma sequiente.

1*a.* Primeramente; encomiendo mi alma a Dios Ntro Sr. que me la dió y redimio el cuerpo maudo a la tierra de q'e se formi daraudo las demas disposiciones de mi mortaja y entiena al arvitrio de mi albacia para que lo hajà con la desencia que le dietare sa prudencia.

2*a.* Mando le me eligan las tres miras de alma y que erde de limosna dos reales á cada rena de las mandas forrosas y los tres de la patriotica.

3*a.* Declara haber sido casado segun orden de Ntra sta. madre Yglesia con Da. Maria Machbried de cuyo matrimonio me ha quedado por mi hija legitima à Maria existante en los estados unidos en compania de su abuela.

4*a.* Declara por mis lienes la contidad de cuatro a cinco mil pesos que tengo priestos en poder de mi padre Dn. Samuel y mi humano Dn. Burr Huble en la referida mi patria para aturder a los gartos de mantencion y educacion de la numerada mi hija Da. Maria de los que se ortarar y parara par la cuenta ge. ellos dieren.

5a Ytem. Dictaro por mas mis brines los que me pertenescan como esuis intercora parte de la casa establecida en esta ciudad con el nombre de Fernando de la Masa Avredondo è hijo lo que venillara de la cuenta libros y apuntes de la compania de que daran rason mis socios, por cuya cuenta es mi voluntad se este y para por la cuenta que ellos dicren por la entra satisfaccion que tengo de su provedad y homados procedemientos que asi es me voluntad.

6a. Declaro que mis dendas activas y pasivas son constantes en

la compania ge. llevo esplicada por lo que mis socios quedan encargados del cobro y pago de la que fueren.

7a. Para que lo referido longa efecto nombro por mis albaceas tenedores de bienes en primer lugar a Dn. Guillelmo B. Wallace y en segundo a Dn. Pedro de la Maza Avredondo para que camplan esta mi ultima disposicion aunque sea pasado el ano del albaceargo entendiendose esta nombramiento de albaceas para en esta luidad é isla; y para los ostados-unidos nombro por albacea a Dn. Jose Fenwek confriendole la misma facultad para compla esta mi postura disposicion.

8a. Sego y dono en la meja forma que haija lugar en dro a mi padre Dn. Samuel y a mi hermana Da. Sally la contidad de cinco mil pilos al respecto de dos mil quinientos cada uno; y en caro de que el primero haya fellicido recaéra todo el legade en la sigunda, y a mi hermano Dn. Burr le lego y dono otros cinco mil pesos.

9a. Yt. lego y dono à Dn. Jose Fenwick dos mil acres de tierra en la provinca de la Florida oriental en la Territorio de la Chua a Dn. Guillermo B. Wallace dos mil acres mas en el misme territorio.

10a. Ytt'n lego y dono à mis socios Dn. Fernando y Dn. Jose de la Maza Avredondo cinco mil acres de tierra en el repeledo lugar y al (Dn.) tho Dn. Fernando de lego ademas un relox de oro de mi uso.

11a. Y del remanente de todos mis brines dendas droy y acciones que por cualquier titule ò rason me toquen y portinescan instituyo y nombre por mi unica y universal heredera a la referida. Da. Maria Margarita Betts mi hija legitima para q'e loque fuere y usullare su mie tohaya y herede con la lendicion de Dios y la mia; y usaude de las facultades que la ley me franque mediante la minoridad de la decha mi hija le nombre por curador ad-lites a Dn. Rafael Savadra suplicando a cualquier D. Tunque tome conocimiento de mi testamentaria lo haya y tongo por tal curador y le descierna el cargo con rel bacion de fianza por la entira satisfaccion q'e tengo de su hombria de bien y arreglados proceder y ser ari mi voluntad.

Pié—y revoco y anulo otros cualisquiera testamentos codicilos poderes memorias legados y otras disposiciones para testar que antes de esta haya fecho ie olorgado por escreto ò de palabra que quiras no vulgan ni hagan fe en manera alguna salvo este que se gunde cumpla y yecuta por mi ultima y final voluntad en aquella via y forma que mas haya lugar en dro. En luyo testimonio es fecha en esta siempre fiel ciudad de la Habana en primero de Marro de mil ochocientos vicule y dos anos.

Yo el Esc'no publico doy fe que el testador que al parecer esta en see entero juicio y cabal memoria asi lo otorgo y frimo sient testigos Dn. Pedro Jose del Castillo, Dn. Andres Mestre y Dn. Juan de dios Beltran presente y vecinos.

SAM'L BETTS,
ANTEMI JOSE LORENZO RODRIG'Z.

Nota faleicio el continido y di claurula para la Yglesia. Habana y Marzo dos de mil ochocientos viente y dos.

RODRIG'Z.

Es conforme a su original que queda en mi archior a q'e mi remito y en cumplimiento de to mandade pengo el presente. Habana en y Abril viente de mil ochocientos cuarenta y cuatro.

Dros con el papel decreto y nota dieu piras cuatro els pa por Mr. T. Lewis.

BR. BERN'DO DEL JUNCO.

STATE OF FLORIDA,
Eastern Judicial Circuit:

Circuit Court of St. John County, Clerk's Office.

I, Peter B. Dumas, Clerk of the Circuit Court of St. Johns County, in the Eastern Judicial Circuit of the State of Florida, do hereby certify the foregoing three and a half pages of writing to be correctly and truly copied from an instrument in writing and is the whole of the same, and of the certificates thereto attached, purporting to be an authentic copy of the will of Samuel Betts, deceased, on file in the Circuit Court of St. Johns County, in the case of John H. Brush *et al. vs.* Ichabod Prall *et al.* for a partition of the Avredondo grant, and which instrument in writing is endorsed as follows, to wit: "No 4, Lewis. Rec'd in evidence subject to objection as to relevancy."

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court of St. Johns County, at the city of St. Augustine, the 8th day of May, A. D. 1848.

[SEAL.] P. B. DUMAS,
Clerk C. C. of St. Johns County.

STATE OF FLORIDA,
Eastern Judicial Circuit:

By the Honorable Thomas Douglas, Judge of the Circuit Court for the Eastern Circuit of the State of Florida, to all to whom these presents shall come, be seen, or made known, greeting:

Know ye that Peter B. Dumas, who hath signed the foregoing attestation, *was*, at the time of signing the same, and now *is* Clerk of the Circuit Court for the county of St. Johns: that all due faith and credit are and ought to be given to his acts as such, and that the foregoing attestation is in due form of law.

In testimony whereof, I have hereunto set my hand at the city of St. Augustine, within my Judicial Circuit, this 13th day of June, eighteen hundred and forty-eight.

THO. DOUGLAS,
Judge.

STATE OF FLORIDA,
Eastern Judicial Circuit:

Clerk's Office, Circuit Court of St. Johns County.

I, Peter B. Dumas, Clerk of the Circuit Court of St. Johns County, in the Eastern Judicial Circuit of the State of Florida, do hereby certify that the Honorable Thomas Douglas, whose name, in his own proper handwriting, is subscribed to the foregoing certificate, is Chief Justice of the Supreme Court of the State of Florida, and the presiding Judge of the Eastern Judicial Circuit of said State, in which Circuit the county of St. Johns is situated, and that the said Judge resides in the town of Jacksonville, within the Eastern Judicial Circuit.

In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court aforesaid, at the city of St. Augustine, in the county of St. Johns, the 19th June, A. D. 1848.

P. B. DUMAS,
Clerk C. C. of St. Johns County.

(*Sam'l Betts' Will Translated in English.*)

A Will. Translation.

In the name of God Almighty. Amen.

Be it known that I, Don Samuel Betts, a native of the town of Wilton, in the county of Fairfield, a lawful son of Don Samuel and Donna Abigail Betts, whose maiden name was Hubbell, deceased, being sick of body, but of sound and perfect mind and memory, believing, as I do firmly believe, in the mysteries of the most Holy Trinity, the Incarnation of the Divine Word, and in all the others that our holy mother the church believes and teaches, and in which, as a faithful Catholic Christian, I am well instructed, foreseeing that my death is to come, as it is natural to every creature, I do make my will in the following form, to wit:—

First. I resign my soul to our Lord God who gave it to me and redeemed the same, and I give up my body to the earth, out of which it was formed, leaving everything relative to my shroud and funeral to the will of my executor, to be done with that decency which his prudence may dictate to him.

I order that three masses be celebrated for my soul, and also that two shillings be given to each of the obligatory legacies, and three dollars to the patriotic one.

I declare that I was married according to the rites of our mother, the holy church, to Donna Maria McBride, and that from this marriage I have a lawful daughter, now living with her grandfather, in the United States.

I declare as my property the sum of from four to five thousand dollars, which I have in the hands of my father, Don Samuel, and of

my brother, Burr Hubbell, in my country as aforesaid, for the purpose of maintaining and educating my above-mentioned daughter, Maria, the account of which is to be admitted without making any objection thereto.

I declare likewise as my property, the part unto me appertaining as a partner in one-third of the house established in this city under the firm of Fernando de la Mara Avredondo & Son, which will appear from accounts, books and other papers of the company, of which my said partners will inform, and in consequence of the very high opinion I entertain of their probity and honest dealing, it is my will that the account they may give thereof be accepted and approved without hesitation.

I declare that the debts due both to and by me will appear from the books of the company aforesaid, and my partners are charged to collect and pay them.

And in order that the aforesaid be brought to effect, I appoint as my executor in the first place, Don William B. Wallace, and in the second, Don Pedro de la Maza Avredendo, who are to fulfil this my last will and testament soon after the expiration of the year allowed by the law for that purpose, it being understood that the said executors are appointed only as it respects my last will and testament in this city and Island. And in the United States I appoint for my executor Don Joseph Fenwick with the sume authority, to fulfil this my last will.

I give and bequeath in the best manner and form according to law, unto my father, Don Samuel, and my sister Donna Sally, the sum of five thousand dollars, at the rate of two thousand five hundred dollars each, and in case of the first being dead, the whole legacy is to be enjoyed by the second. I give and bequeath also to my brother, Don Burr Hubbell, the sum of five thousand dollars.

I give and bequeath unto Joseph Fenwick, two thousand acres of land in the province of East Florida, in the district of Alachua. I also give and bequeath unto Don William B. Wallace, other two thousand acres in the same province.

I give and bequeath unto my partners, Don Fernando and Don Joseph de la Mara Avredendo, five thousand acres of land in the same province, and I give and bequeath beside, to the same Don Fernando, the gold watch of my use.

And as to all the rest and remainder of all my property, debts, rights and actions of what kind and nature soever that may belong or appertain unto me, I name and appoint as my sole and universal heiress, the above named Maria Margaret Betts, my lawful daughter, in order that whatever there may appear to appertain and belong unto me, she may have and inherit the same, with the blessing of God and my own. And as my aforesaid daughter is yet under age, in conformity with the power allowed unto me by law, I name and appoint as her guardian in law and business, Don Rafael Saavedra. And I request the Judge that he may take cognizance of my testament to have and receive

him as such guardian, and to confirm the appointment, exonerate him from giving bond, in consequence of my full confidence of his integrity and just behavior, and because such is my will.

And I revoke and annul any other will or testament, codicils, powers to make wills and testaments, memorandums, legacies, and any other *docu* documents for making the last will, which I may have done or executed either in writing or by word, all of which it is my will to stand void, and to be of no effect, excepting this present, which it is my will to be complied with and executed as my last and final will, and in that manner and form most consonant with law.

In testimony whereof, this present is done in the ever faithful city of Havana, on the first day of March, one thousand eight hundred and twenty-two. And I, the Notary Public, do certify that the testator is to all appearance in a sound mind and a perfect memory, and that he executed it as aforesaid, and signed thereto in the presence of Don Pedro Jose del Castillo, Don Andreas Mestre, and Don Juan de Dios Rultran, witnesses and inhabitants of the city.

(Signed) SAMUEL BETTS.

Before me.

JOSE LORENZO RODRIGUER.

The testator died, and of which I gave notice to the church.

RODRIG'R.

HAVANA, *March 2d*, 1822.

The foregoing is in conformity with the original, which remains in my archives, and to which I refer in compliance with what has been ordered I give the present.

HAVANA, *April 20th*, 1844.

(Signed) BR. BERN'DO DEL JUNCO.

Fees and stamp, tax and decree, $10 50.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHU,
Translator.

STATE OF FLORIDA,
Eastern Judicial District:

Circuit Court of St. Johns County, Clerk's Office.

I, Peter B. Dumas, Clerk of the Circuit Court of St. Johns County, in the Eastern Judicial Circuit of the State of Florida, do hereby certify that the foregoing and written two and a half pages of writing are correctly and truly copied from the translation of Samuel Betts' will, on file in the Circuit Court of St. Johns County, in the case of John H. Brush *et al. vs.* Ichabod Prall *et al.*, for a partition of the Avredondo grant, which translation is on file with, and annexed to said

will, with the following endorsement, to wit: "No. 4, Louis. Rec'd in evidence subject to objection as to relevancy."

In testimony whereof, I hereunto set my hand and affix the seal of the said Circuit Court, the 8th day of May, A. D. 1848.

P. B. DUMAS,
Clerk C. C. of St. Johns County.

STATE OF FLORIDA,
Eastern Judicial District:

By the honorable Thomas Douglas, Judge of the Circuit Court for the Eastern Circuit of the State of Florida, to all to whom these presents shall come, be seen, or made known, greeting:

Know ye, that Peter B. Dumas, who hath signed the foregoing and within attestation, *was*, at the time of signing the same, and now is, Clerk of the Circuit Court for the county of St. Johns; that all due faith and credit are and ought to be given to his acts as such; and that the foregoing and within attestation is in due form of law.

In testimony whereof, I have hereunto set my hand at the city of St. Augustine, within my Judicial Circuit, this the 13th day of June, A. D. eighteen hundred and forty-eight.

THO. DOUGLAS,
Judge.

STATE OF FLORIDA,
Eastern Judicial Circuit.

Circuit Court of St. Johns County, Clerk's Office.

I, Peter B. Dumas, Clerk of the Circuit Court of St. Johns County, in the Eastern Judicial Circuit of the State of Florida, do hereby certify that the Honorable Thomas Douglas, whose name, in his own proper handwriting, is subscribed to the foregoing certificate, is Chief Justice of the Supreme Court of the State of Florida, and the Presiding Judge of the Eastern Judicial Circuit of said State, in which Circuit the county of St. Johns is situated, and that the said Judge resides in the town of Jacksonville, within the Eastern Judicial Circuit.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Circuit Court aforesaid, at the city of St. Augustine, in the county of St. Johns, the 19th day of June, A. D. 1848.

[SEAL.] P. B. DUMAS,
Clerk C. C. of St. Johns County.

The following is a copy of the consular certificate prefixed to the foregoing copies of Samuel Betts' will in Spanish, and the translation thereof:—

(*Consular Certificate.*)

"CONSULATE OF THE UNITED STATES OF AMERICA, HAVANA:

I, Robert B. Campbell, Consul of the United States of America, do hereby certify Br. Bernardo del Junco, whose signature and notarial signet appear in the document hereto annexed, is a Notary Public practising in this city, and that to his acts as such, full faith and credit are and ought to be given, both in and out of Court.

In testimony whereof, I hereunto set my hand and affix my seal of office, at Havana, this 22d day of April, in the year of our Lord one thousand eight hundred and forty-four, and of the Independence of the United States the sixty-eighth.

[SEAL.] ROBERT B. CAMPBELL."

Acknowledgment of F. M. Avredondo & Son, that Samuel Betts was a partner, &c.

(*Acknowledgment by F. M. A. & Son, that S. Betts was a partner, &c.*)

"Whereas, Samuel Betts, deceased, late merchant of the city of Havana, was a partner of the third part in the mercantile house of Fernando de la Mara Avredondo & Son, of the said city, and the said Betts never having had any article of copartnership with said partners, and his heirs and devisees consequently having no evidence of the rights of the said Betts, this is to acknowledge that the said Betts was a partner, and entitled to one-third part of the results of the said concern when the accounts are settled, and paid, and recovered; likewise one-third part of the benefit which will result to said firm of one tract of land granted by the Spanish Government in Allachua Territory, Province of East Florida, in the 22d day of December, eighteen hundred and eighteen, to F. M. Avredondo & Son. Havana, this 24th day of March, 1825.

F. M. AVREDONDO & SON.

Signed in presence of
JOSEPH FENWICK,
So. Ca.

Personally appeared before me Joseph Fenwick, who, being duly sworn, says, that he was present, and said F. M. Avredondo & Son signed the foregoing instrument of writing for the uses and purposes therein mentioned, and that he, the deponent, subscribed his name as a witness to the same.

JOSEPH FENWICK.

Sworn to before me, this 7th April, 1823.

W. LAVAL,
Not. Pub. and Q. U.

SECRETARY'S OFFICE, CHARLESTON:

I do hereby certify the foregoing instrument of writing to be duly recorded in Miscellaneous Records, Book B, B, B, B, B, this 7th April, 1823, and examined by

[SEAL.] W. LAVAL,
Secretary of State.

STATE OF SOUTH CAROLINA:
RICHARD J. MANNING.

By his Excellency, Richard J. Manning, Governor and Commander-in-Chief in and over the State aforesaid, to all to whom these presents shall come:

Know ye, that W. Laval, Esquire, whose seal and signature appear to the instrument of writing hereunto annexed, is one of the Justices of the Quorum assigned to keep the peace for the said State, and Not. Pub. commissioned by letters patent under the great seal of the State.

Therefore, all due faith, credit, and authority is and ought to be had and given to his proceedings, certified as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the city of Charleston, the seventh day of April, in the year of our Lord one thousand eight hundred and twenty-five, and in the forty-ninth year of the Independence of the United States of America.

By the Governor.

W. LAVAL,
Secretary of State.

TERRITORY OF FLORIDA,
St. Johns County:

On the first day of December, A. D. 1831, I, the subscriber, Clerk of the County Court for the County and Territory aforesaid, have, at the request of Charles Denning, Esquire, recorded the within and annexed instrument of writing.

Witness my name the date above written.

BERNARDO SEQUI,
Clk C. C.

TERRITORY OF FLORIDA,
St. Johns County, City of St. Augustine, ss:

I, Peter B. Dumas, Clerk of the County Court of St. Johns County, in the Territory of Florida, do hereby certify that the foregoing instrument of writing is a true and correct copy of the whole of a record of the acknowledgment of F. M. Avredondo & Son, relating to the partnership between them and Samuel Betts, taken from Record

Book I, pages 188, 189, 190, in the office of the Clerk of the County Court of said county.

Witness my hand and the seal of the County Court of St. Johns County, at St. Augustine, the twenty-third day of September, A. D. eighteen hundred and forty-one.

[SEAL.] P. B. DUMAS,
Clerk C. C.

(*Deed from F. M. Avredondo to J. H. Lewis and Wife.*)

"F. M. AVREDONDO
to
JOHN H. LEWIS AND WIFE.

Whereas, on the 6th of August, 1815, Samuel Betts, then of the town of Fernandina and province of East Florida, and now dead, did on the day and at the town aforesaid, in the presence of Bernardo Sequi, Escribano of Government for said town of Fernandina, assign and set over to Don Fernando de la Mara Avredondo, Francis Philip Fatie, and George Fleming, all of ¼ property of said Betts in said assignment, specified in trust for the payment of sundry debts of the said Betts, when his, the said Betts' creditors should produce to the said Trustees the evidences of their debts aforesaid, and give to his said Trustees good and proper discharges for said debts of the said Betts: and the said Fatie and the said Fleming, having departed this life, without taking upon themselves the burdens of the said trust, and Joseph Avredondo, and Simon Maywood, and D. Croker, being the only creditors of the said Betts who have produced to me, as assignee in trust as aforesaid, any evidence of debt due to them from the said Betts; and John H. Lewis, the husband of Mary M. F., the daughter and heiress of the said Betts, having produced to me the assignment of the said Joseph Avredondo, dated on the 12th Nov. 1824, transferring and selling over to the said Mary M. F. Betts, now Lewis, the daughter of said Samuel Betts, all the right and claim of the said Joseph Avredondo under the assignment aforesaid; and also the transfer of the said John H. Lewis of all the claim of the said Maywood and D. Croker, under and by virtue of said assignment, bearing date the 7th April, 1825; and the said Lewis having also produced to me, and rendered up to be cancelled, two receipts executed by me, on the 5th Sept. 1808, to Ezra Reed, the one for an acceptance of the said Betts in favor of Croker and Heckburn for twelve hundred dollars; the other for an acceptance of said Betts, in favor of Messrs. Blake & Maywood, for seven hundred and forty-two dollars:

Now, therefore, for and in consideration of the premises, as well as for the further consideration of one dollar, to me paid by the said John H. and Mary M. F. Lewis, I do by these presents declare the purposes of the said trust, so far as assumed by me, to be fulfilled and ended, and the property so conveyed in trust to be invested in

the said John H. Lewis and Mary M. F., his wife, as the legal representatives and heirs at law of the said Betts; and I do hereby divest myself of all, either in law or in equity, of the said property, whether real or personal, conveyed in trust as aforesaid; and I do reconvey the same, as fully as of right I may do, to the said John H. Lewis and Mary M. F., his wife, and to their heirs forever.

Witness my hand and seal this 15th December, 1831.

FERNANDO M. AVREDONDO. [SEAL.]

Signed, sealed, and delivered in the presence of

SAML. BLAIR,
C. DENNING.

TERRITORY OF FLORIDA,
St. Johns County:

On the 10th of January, A. D. 1832, Charles Denning, a subscribing witness to the within instrument of writing, came before me, the subscriber, Clerk of the County Court for the county and territory aforesaid, and made oath that F. M. Avredondo, in his presence, and in the presence of Samuel Blair, executed the same as and for his act and deed, for the purposes therein mentioned: whereupon I have recorded the same.

Witness my name, the date above written.

BERNARDO SEGUI,
Clerk C. C.

TERRITORY OF FLORIDA,
St. Johns County, ss., city of St. Augustine:

I, Peter B. Dumas, Clerk of the County Court of St. Johns County, in the territory of Florida, do hereby certify that the foregoing instrument of writing is a true and correct copy of the whole of a record relating to the trust assigned to F. M. Avredondo, taken from Record Book I, pages 200, 201, in the office of the Clerk of the County Court of said county.

Witness my hand and the seal of the County Court of St. Johns County, at St. Augustine, the twenty-third day of September, A. D. eighteen hundred and forty-one.

[SEAL.] P. B. DUMAS,
Clerk C. C.

Deed from F. M. Avredondo to John H. Lewis and Wife, for 15,000 acres of land.

(*Deed from F. M. Avredondo to J. H. Lewis and Wife.*)

"This Indenture, made and entered into this 15th day of December, one thousand eight hundred and thirty-one, between Fernando de la Maza Avredondo, now of this territory, of the one part, and John H. Lewis and Mary M. F. Lewis, formerly Betts, the daughter of

Samuel Betts, deceased, witnesseth, that whereas a grant was made by the Spanish Government in the Island of Cuba and city of Havana, on the 22d day of December, 1817, signed by Don Alexander Ramarez, Intendant of Cuba, to Fernando de la Maza Avredondo & Son, merchants and partners, by which said grant the Spanish Government, for the purposes and for the considerations therein specified, conveyed to the said Fernando de la Maza Avredondo & Son, merchants as aforesaid, four leagues of ground, to each point of the compass, in the territory called Alachua, the said four leagues of land to be reckoned, run, or surveyed from a point called Alachua, and now called Micanopy or Wanton's, situated, as described in said grant, fifty-two miles west of the city of St. Augustine, and about thirty-six west of the river St. Johns, and is said to contain two hundred and eighty-seven thousand six hundred and forty-five acres and four-sevenths, or three hundred and forty-two thousand two hundred and fifty arpents and one-seventh, it being the same claim or grant now depending for adjudication and confirmation before the Supreme Court of the United States, in the name of Fernando de la Maza Avredondo and others: And whereas, at the time and date of said grant, made as aforesaid, to F. M. Avredondo & Son, merchants, &c., the said Samuel Betts, the father of the said Mary M. F. Lewis, of the second part, was a joint and full partner of the said mercantile firm of F. M. Avredondo & Son, and as such partner was by law and contract jointly and equally interested in and intended to be benefitted by the aforesaid grant, after all the expenses and outlays for performing the conditions on which said grant was made should be fully paid and satisfied; and the said Betts having died without any written evidence of his, the said Betts' claim to his proportion of the grant aforesaid: and the said F. M. Avredondo being willing and anxious to do ample justice to the said Mary M. F. Lewis, the only heir and legal representative of his deceased partner, the said Samuel Betts, who was entitled, as such partner, to one-third part of the results of said mercantile house of F. M. Avredondo & Son, when the same should be settled, paid, and recovered: And the said John H. Lewis, and Mary, his wife, having this day entered into a full and satisfactory arrangement with the said F. M. Avredondo, by which a final settlement has been effected between the said Avredondo and the said Lewis and wife, heirs and representatives of the said Betts aforesaid, by which said arrangements it is covenanted and granted by and between the said parties, that the said John H. Lewis and Mary F. M., his wife, shall and do release and forever acquit the said Avredondo of all and every claim which they, the said John H. and Mary F. M. Lewis, the parties of the second part, may now, or at any time might or could have to any part, share, or interest of, in, or to, the results of the said mercantile house of F. M. Avredondo & Son, as the representatives of the said Samuel Betts, deceased, a partner of said house, as well as to any further claim to any part or portion of the above in part recited grant, in Alachua aforesaid,

for and on condition that the said Avredondo will and do convey to them, the said parties of the second part, fifteen thousand acres, an undivided part of the said Alachua grant, in as full and absolute a manner, the said Avredondo having heretofore sold and conveyed the greater portion of said grant to the New York Association and others, and the parties of the second part being willing to receive the said fifteen thousand acres as an undivided portion of the share or balance which remains to the said Avredondo & Son, after the sales aforesaid, heretofore made as aforesaid:

Now, therefore, this indenture witnesseth, that for and in consideration of the premises, as well as the consideration of fifty dollars in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, the said F. M. Avredondo, the party of the first part, hath granted, bargained, and sold unto the parties of the second part, one undivided portion or part, consisting of fifteen thousand acres of land, in the said Alachua grant, to be allotted or apportioned to the said parties of the second part, out of that share or balance which may or shall remain to the said F. M. Avredondo, when and after a division shall be had between the said Avredondo and the said New York Association, and other purchasers of shares of the said grant from the said Avredondo before the date of these presents: the said fifteen thousand acres of land herein conveyed, or intended to be conveyed, to be divided and laid off according to the quality thereof; that is to say, that in the allotment of the said fifteen thousand acres to the said parties of the second part, there shall be apportioned to the said parties of the second part a due and proper portion of good or bad land or lands, of an inferior quality, such as may fall to the share of said Avredondo, to be divided and allotted in squares, such as have already agreed by and between the said Avredondo and the claimant under him:

To have and to hold the said fifteen thousand acres to them, the said parties of the second part, and to their heirs forever. And the said undivided share or portion of the said Alachua grant of land to consist of fifteen thousand acres of land, as above described, and to be divided and apportioned as aforesaid. The said F. M. Avredondo doth hereby and by these presents warrant and defend to the said parties of the second part, to them, their heirs and assigns forever, against him, the said Avredondo, and against all persons claiming under him, the Avredondo alone, but not against any other person or persons whatsoever, nor against the Government of the United States.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and affixed their seals, day and year first above written.

F. M. AVREDONDO. [SEAL.]

Signed, sealed, and delivered in the presence of

C. DENNING,
SAML. BLAIR.

TERRITORY OF FLORIDA,
Alachua County:

On the 19th day of December, 1831, personally came before me, John C. Richard, Clerk of the County Court aforesaid, Samuel Blair, who, being duly sworn, deposeth and saith that he saw F. M. Avredondo sign, seal, and deliver the within instrument of writing as and for his act and deed for the purposes therein mentioned, and that he subscribed his name as witness thereto.

JOHN C. RICHARD,
C. A. C. C.

TERRITORY OF FLORIDA,
Alachua County:

This is to certify that the foregoing instrument of writing is a true and correct copy of the original, on record in my office, in Book A, pages 159 and 160.

Given under my hand, at office, this 9th day of Nov. A. D. 1841.

JAMES McNEILL,
Clerk A. C. C.

The Answer of J. H. Lewis to Bill in Florida, by J. H. Brush & al.

"The separate answer of John H. Lewis to the bill of complaint plead against himself and wife and others, by John H. Brush and others, in the Superior Court of the District of East Florida, in the territory of Florida.

(*Answer of J. H. Lewis to Bill in Fla. by J. H. Brush & al.*)

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereto, or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto, answers and says, that it is true that a grant was made by authority of the Spanish Government to Avredondo & Son, a commercial firm of the city of Havana and Island of Cuba, containing two hundred and eighty-nine thousand six hundred and forty-five acres, and five-sevenths of an acre, as is set forth more fully in the bill of said complainants; that the said grant was confirmed and held to be valid by the Supreme Court of the United States, as alleged by the complainants, and that the said grant was located and surveyed under the authority of the Government of the United States, in the manner and at the time alleged in the complainant's bill of complaint.

This respondent, further answering, does not admit the existence or validity of any of the sales, alleged or supposed by the complainants to have been made by Avredondo & Son, or either of them,

to certain persons in said bill of complant mentioned, viz: Jasper Ward, Peter Mitchell, and others; nor does respondent admit the existence or validity of any sales or conveyances as alleged or supposed in said bill of complaint to have been made by the supposed purchasers from Avredondo & Son to other supposed or pretended vendors; but, on the contrary, so far as they affect this respondent's rights, he requires full and satisfactory proof of all claims or titles derived from the said Avredondo & Son.

This respondent, further answering, says, that he knows nothing of any grants or pretended grants from the Spanish Government of an older date than the grant to Avredondo & Son, as aforesaid; he knows nothing of the last will and testament of Fernando de la Maza Avredondo as set forth in complainant's bill, nor does he know from any legal and satisfactory evidence who is, or was the executor of said will, or how far said executor, if any, has administered upon said estate, or what property or effects were left by the said Avredondo to be administered upon, nor does he know that the said Avredondo died insolvent; all of which allegations in said complainant's bill, so far as this respondent's rights are concerned or affected by them, require proof.

This respondent, further answering, says: that it is true, as complainant has alleged, that he, this respondent, has a claim to a portion of the grant aforesaid to the aforesaid Avredondo & Son, which originated as follows, viz: This respondent, in the year 1824, in Fairfield, in the State of Connecticut, in the United States, married Mary M. Betts, the sole daughter and heir of Samuel Betts, deceased, the said Samuel, before his death, having made his last will and testament in due form, viz: in the year 1822, making the said Mary, after the payment of certain legacies therein specified, his sole heir—the said Samuel, as this respondent is informed and believes, departed this life in the city of Havana, in the year 1822—this respondent is informed and believes, that the said Samuel Betts, in his lifetime was a member of the aforesaid firm of Avredondo & Son, in the city of Havana, in the Island of Cuba, the said firm being composed of Fernando de la Maza Avredondo, Jose de la Maza Avredondo, and Samuel Betts, and trading and acting as partners, under the style of Avredondo & Son; that the said Samuel was the chief and acting member of the said firm, and particularly in what was then called the *America business*, or transaction with citizens of the United States; that the said grant from the Spanish Government, as set forth in complainant's bill to Fernando de la Maza Avredondo & Son, merchants of the city of Havana, was made during the partnership aforesaid, and vested in the said Samuel Betts an undivided third part of said grant; and this respondent is informed and believes that the said Samuel and the Avredondos aforesaid were partners in the Territory of Florida, before their removal to and partnership in the city of Havana.

This respondent prays that the said last will and testament of the said Samuel Betts may be taken and considered as part of this answer, which said last will and testament will be produced (or a duly authenticated copy thereof) on the trial of this cause; and this respondent further says, that since his intermarriage with the said Mary M. Betts, they have had several children, of whom eight are now living, viz: Mary, Eliza, Ellen, Sarah, Myra, William Lyndsey, Florida and Elidge.

This respondent, still further answering, says: that in the year 1825, the said Fernando de la Maza Avredondo acknowledged to this respondent, that said Samuel Betts was an equal partner, entitled to one-third part of the property and effects of the said firm of Avredondo & Son, although there were no written articles of partnership between said partners; the said acknowledgment was deliberately made in writing, and particularly specified as part of the property and effects of said firm the aforesaid grant by the Spanish Government to Avredondo & Son, in which the said Betts was equally interested with the other partners. The said writing was executed by Fernando de la Maza Avredondo, and signed by him in the firm name of F. M. Avredondo & Son; in said writing the said Avredondo describes the grant from the Spanish Government as aforesaid, as having been made in the year 1818, instead of 1817, manifestly by mistake, as it correctly describes the grant to be located in Alachua, in East Florida, and also because no other grant was made by the Spanish Government of land in Alachua to the firm of Avredondo & Son.

This respondent prays that said writing and acknowledgment of F. M. Avredondo may be taken and considered when duly proved as part of his answer to the bill of complaint of the complainants. He further states, that at the execution of said writing and acknowledgment, signed as aforesaid, the son, viz: Jose de la Maza Avredondo, as this respondent has been since informed and believes, was dead, though his death was at the time unknown, both to this respondent and to F. M. Avredondo.

This respondent, further answering, says: that in the year 1831, without a full knowledge of all the facts, and in ignorance of the true and just rights of his wife aforesaid, he, the said respondent, did agree with *with* the said F. M. Avredondo, upon the terms of a compromise, as to the interest of his said wife in the grant aforesaid, by which said agreement this respondent and wife were to receive fifteen thousand acres of said grant as an undivided portion of the balance of said grant remaining after certain sales which had been previously made by the said Avredondo & Son, and in consideration of which, this respondent and wife were to relinquish forever all right to any further or other portion of said grant, by virtue of the interest of the aforesaid Samuel Betts. This respondent says, that a deed was executed by the said F. M. Avredondo, conveying to this

respondent and his wife fifteen thousand acres of said grant, for the consideration aforesaid, which said deed was signed and delivered to this respondent by the said Avredondo. But this respondent further states, that no deed of release or relinquishment was ever made by him and his wife, or by either of them, of the interest to which they were entitled in said grant, because, upon further inquiry, and before it was expected of this respondent and wife to execute the relinquishment aforesaid, this respondent had ascertained that the said Avredondo had not made fair and full statement of the interest to which the said Samuel Betts was entitled in said grant, and because it was ascertained that the recitals in said deed executed by Avredondo as aforesaid, did not contain true statements with regard to the sales which he had previously made out of said grant. This respondent, finding that the said Avredondo had either made gross mistakes, or had made false and fraudulent representations to this respondent, and believing that it was designed to take advantage of his ignorance of the true extent of his claim, by right of his wife, and of the difficulties in the way of its full and final establishment, refused to execute any deed or writing whatever, relinquishing or releasing to the said Avredondo the claim derived, as aforesaid, through the said Samuel Betts; on the contrary, this respondent has always regarded said deed of Avredondo to himself and wife as void, and has claimed nothing under it, since he ascertained the facts hereinbefore set forth, and has always refused to carry out the verbal agreement for compromise as aforesaid, by giving any deed or writing whatever, touching his interest in the said grant. This respondent expressly avers, that the only agreement he ever made with the said Avredondo for the fifteen thousand acres before mentioned, was a verbal agreement, and that that agreement was not carried into effect by this respondent, for the reasons hereinbefore stated. The said deed of the said Avredondo to this respondent and wife, made in the year 1831, as aforesaid, viz: on the 15th of December of said year, acknowledges again the interest of said Samuel Betts in the grant of the Spanish Government as aforesaid, and his membership of the firm of the said Avredondo & Son, and also truly describes the date of said grant as being in 1817, which said deed will be produced on the trial of this cause as evidence, so far as the said F. M. Avredondo is concerned—that the said Samuel Betts was a member of this firm of Avredondo & Son, and fully entitled to his third part of the grant aforesaid.

This respondent admits no allegations in the complainant's bill, except those which are herein particularly specified and admitted, because he has no knowledge of the truth or falsehood thereof, and requires proof of all allegations, so far as they affect his rights, as hereinbefore derived and described.

He avers expressly that the said Samuel Betts, the father of respondent's wife, was a member of the firm of Avredondo & Son, in

the city of Havana, in the Island of Cuba, where the grant aforesaid was made by the Spanish Government to the said firm that he, the said Samuel, was in his lifetime entitled to one-third part of said grant, and that since his death, the said respondent and his wife are so entitled, and the said Avredondo & Son, or either of them, had no right or authority to sell, transfer, convey, or in any way dispose of the said third part of said grant to any person or persons, without the consent of the said Betts; which consent was never given, as far as this respondent knows or believes.

This respondent desires that a decree may be rendered for a partition of the lands contained in the grant aforesaid, to Avredondo & Son, and that the portion to which he is entitled in right of his wife, may, when established, to the satisfaction of the Court, or if the same should be undisputed by the parties to this suit, be allotted to this respondent by a decree to that effect.

Having fully answered, this respondent prays to be herein dismissed, with his reasonable costs, &c.

(Signed) JOHN H. LEWIS.

GREGORY YALE,
Solicitor."

SUPERIOR COURT,
District of East Florida:

I do hereby certify the foregoing to be a true copy of the original now on file in my office.

Witness my hand and seal of said Court, this 10th day of September, A. D. 1845.

[L. S.] GEO. R. FAIRBANKS,
Clerk.

By FRANCIS FORWARD,
Dep'ty Clerk.

THE UNITED STATES OF AMERICA,
Northern District of Alabama:

I, Benjamin Tyron Moore, Clerk of the District Court of the United States of America, do hereby certify, that the above and foregoing pages contain a full, true, and complete transcript of the record and proceedings had in the cause in said Court, wherein Burr H. Betts is complainant, and John H. Lewis, and his wife, Mary M. F. Lewis, are respondents, in Chancery, except the depositions and some other documentary evidence filed by said plaintiff, to be read on the final hearing of said cause.

In testimony whereof, I hereto subscribe my name and affix the

seal of said District Court, at office, in the town of Huntsville, in said District, this, the seventeenth day of October, A. D. one thousand eight hundred and fifty-four, and of the Independence of the United States of America the seventy-ninth.

[L. S.] B. T. MOORE,
Clerk D. C.

Filed 11 Dec. 1854.